

ADDENDUM No. 5

Montello Street at Route 58 Re-alignment Project Carver, Massachusetts

August 18, 2021

The following Addendum No. 5 is hereby issued to the Bid Documents entitled, “Montello Street at Route 58 Re-alignment,” dated July 21, 2021.

All prospective bidders shall be aware of all clarifications and revisions as follows and should note such within the bidding documents at the time of bidding.

The following questions have been asked by prospective bidders. Responses are provided below each question.

Q: Invitation to Bid, Section 22, paragraphs #4 thru #7 states that the award of the contract will be in accordance with the Town’s discretion of which, if any, alternates to select.

MGL, Chp 149, Section 44G requires that any alternates awarded have to be awarded in numerical sequence, i.e, Base and #1,, Base and #1 and #2, etc.

Please make note of MGL and make the appropriate revisions to bid/contract documents.

A: The Contract Team was aware of MGL, Ch 149, Section 44G, however, a few sentences were inadvertently omitted from the Bid Documents. Add alternates shall be awarded in numerical order if selected by the Town. **Bidders shall replace pages 14 – 15 of the Bid Documents with the revised pages 14 – 15, attached.**

Q: Mass DOT specifications require price adjustment clauses for liquid asphalt, gas, diesel, cement and steel, and a base price for each included in bid documents. We do not see any of this information included in these documents. Please provide appropriate information for this contract in accordance with MassDOT standard specifications.

A: Price adjustments will not be part of this contract. Any reference to price adjustment in the *Standard Specifications for Highways and Bridges (2021)* shall not apply to this municipally bid project.

Q: On Page 8, Paragraph 2 of the Specifications, a comprehensive list is shown to be submitted with the Bid

Please clarify the following Items of this List;

- *Please identify a time period for the citations, violations, judgements. Please identify the regulatory agencies.*
- *Please identify a time period for the penalties and damages.*

- *Please identify a time period for the contract terminations and the ability to add the reasons thereof, (Owner-prompted, Contractor-prompted).*

A: As stated in the Bid Documents on Page 8, “Any and all citations, and/or violations...”, “All assessed penalties...”, “Any and all contract terminations”. There is no limit on the time period for these requirements.

Q: On Page 46 of the Specifications, there is a Form for Certification Internal Accounting, and on Page 47 there is a Form for statement of internal accounting controls.

Financial statements are proprietary and private information for a Company, and would be subject to public viewing through requests for Public Documents.

Could the Bidder provide a Bond Letter that shows the Single and Total Job Limit Capacity, similar to the information provided to MassDOT for Project Prequalification?

Please confirm whether these Forms need to be submitted with the Bid, upon Award, and in what format.

A: All bidders shall sign and submit the Certification Internal Accounting on page 46 of the Bid Documents as well as the Form on page 47 of the Bid Documents. No substitute forms will be accepted. In order to keep all bids consistent, the forms used within the Bidding Documents are the forms that need to be provided with any Bids provided for the project.

Q: What type of invasive species exist in the areas that need to be treated? How do you want them treated? This work can't be accurately priced as there are significant cost differences to do this work based on what may or may not be out there. It isn't the bidders responsibility to guess what work needs to be done. The design engineer and/or Town need to provide enough information to put all the bidders on the same playing field and not have them guessing. Based on your response in addendum 4 it is very clear that you don't know what is out there making this an unknown/changed condition that would be entitled to a change order under MADOT specs and MGL if there are any invasive species that need to be treated.

A: Bidders shall replace pages 97, 101, and 108 in the Special Provisions with the revised pages 97, 101, and 108, attached. Invasive species removal is hereby stricken from the requirements of Item 755.35, Item 757.1, and Item 757.2.

Replacement Sheets

Bidders shall replace existing sheets from the Bid Documents with the replacement sheets attached as described in Addendum No. 5.

21. SEPARATE CONTRACTS

- a. The Owner reserves the right to perform construction or operations related to the Project under separate contracts, and/or with the Owners' own forces in connection with other portions of the Project or other construction or operations on the site under separate Contract.
- b. The Contractor shall cooperate fully with separate contractors with regard to storage of materials and execution of separate contract work and shall connect and coordinate the separate contractors' construction and operations with the Contractor's as required by the Contract Documents.
- c. It shall be the Contractor's responsibility to inspect all separate contractor work affecting the Work and to report to the Owner any irregularities or defects that will not permit completion of the Work in a satisfactory manner.
- d. When results of separate contractors' work depend on proper results for the Contractor's Work, the Contractor shall immediately report to the Owner or Engineer any discrepancies or defects that would be unsuitable for proper execution of the Work.
- e. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the Drawings.
- f. The Contractor's failure to notify the Owner of such irregularities shall indicate the separate contractors' work has been satisfactorily completed to receive the Work.
- g. The Contractor shall not be responsible for defects in the separate contractors' work of which could not then have been reasonably discovered.

22. ADD ALTERNATES

Should the Owner determine that it would be in its best interest to modify the scope of proposed work, the following items may be added as alternatives to the Contract, increasing the Total Bid.

Add Alternate #1: Pavement reclamation and full depth roadway reconstruction on an additional 700' length of Montello Street.

Add Alternate #2: Installation of an additional 700' of water line on Montello Street.

Each bidder shall acknowledge the add alternates by completing the sections entitled "Supplemental Form for General Bid – Add Alternate # 1" and "Supplemental Form for General Bid – Add Alternate #2" and entering the dollar amount of addition or subtraction corresponding to each item. Each Bidder shall enter the sum of the appropriate dollar amounts in the spaces provided.

In the event any items part of the Add Alternate do not involve a change in dollar value, the bidder shall so indicate by inserting “No Change,” “No Charge,” “N/C,” or “0” in the corresponding space provided for the dollar amount of the item.

The Add Alternates will be chosen in order of importance to the Town and are listed as Add Alternate No. 1 and Add Alternate No. 2, 1 being the most important and 2 being the least important.

Add Alternates will be chosen at the discretion of the Town.

The low bidder will be determined on the basis of the sum of the Base Bid and any accepted Add Alternates.

23. ADDITIONAL PROJECT INFORMATION

Compaction and Material Testing: If required by the Engineer or the Town, the Contractor shall engage a certified independent testing company to provide compaction and/or material testing as required. Such materials may include, but are not limited to, gravel, dense graded crushed stone, asphalt courses, and concrete. The Contractor shall engage a certified independent testing company at their own cost and no additional compensation outside the contract items will be considered for payment for these services.

Documents: Construction of the Project will be subject to the Order of Conditions issued by MassDEP (SE# 126-617) and the North Carver Water District Rules and Regulations, both of which are attached to these bid documents.

ITEM 755.35**INLAND WETLAND REPLICATION AREA****LUMP SUM**

The 2,200 SF wetland replication area off of Montello Street shall be constructed according to the notes on Sheet 13 of the Plans.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 755.35 will be paid at the contract price bid per lump sum. The bid price shall include all excavation, soil, seed mixtures, wetland plants and plant installation, and wetland scientist services necessary to complete the work.

Such payment shall be considered full compensation for all labor, tools, equipment, materials, travel and incidentals necessary to complete the work as described herein in a manner satisfactory to the Engineer. Cost shall be full compensation for the work described on Sheet 13 of the Plans, including surveying of areas and existing conditions, stockpiling and protection of excavated existing wetland soil, re-handling and spreading of acceptable wetland soil or muck, provision and placement of any new wetland soil materials, grading, fine grading, dewatering, sediment and erosion control, and protection of the work and all inspections and reports. The cost shall also be full compensation for wetland seeding, plantings, fertilizer, watering, ~~and treatment of invasive species,~~ inspections, and all incidental costs for the satisfactory establishment of the wetland replacement area.

ITEM 757.1
ITEM 757.2

SUBSURFACE GRAVEL WETLAND #1
SUBSURFACE GRAVEL WETLAND #2

LUMP SUM
LUMP SUM

The work to be done under this section includes excavating, dewatering, fine grading and the provisions and installation of wetland soil and plants as shown on the plans and as directed by the Engineer. The work under this item shall conform to the relevant provisions of Sections 120, 150, 765, 770, 771, and the following:

DESCRIPTION

The subsurface gravel wetlands, as shown on the Plans and Details, shall be constructed in accordance with the Massachusetts Stormwater Management Standards and as directed by the Engineer and a Wetland Specialist. Limits of the subsurface gravel wetlands and proposed plantings shown on the plans are approximate and may require adjustment in the field to accommodate actual conditions.

Subsurface gravel wetlands have been designed as treatment BMP's to maximize the removal of pollutants from stormwater runoff through wetland vegetation uptake. The Contractor shall retain the services of a Wetland Specialist, Biologist, Botanist, or other individual (hereafter referred to as Wetland Specialist) with similar qualifications and a minimum of 10 years' experience in similar wetland design, and thoroughly versed in the Commonwealth of Massachusetts Wetlands Protection Act (MGL C.131, s.40) and all other relevant regulations of the Department of Environmental Protection and the U.S. Army Corps of Engineers, New England District.

Wetland Specialist shall review all environmental permits; evaluate site, conditions and materials prior to construction. Wetland Specialist shall be responsible for approving the following activities:

- final location of wetland area and limits
- final grading prior to planting and seeding
- limits of wetland and upland seeding prior to seeding
- wetland plant locations prior to installation
- ~~monitoring for invasive species during establishment period and until final acceptance~~
- monthly monitoring reports

~~The definition of invasive species referred to herein shall be as defined by Massachusetts Invasive Plant Advisory Group (MIPAG): "non-native species that have spread into native or minimally managed plant systems in Massachusetts, causing economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems." In addition, invasive species shall include those listed by the U.S. Army Corps of Engineers, New England District.~~

ITEMS 757.1 AND 757.2 (Continued)

Water, including hose and all other watering equipment required for the work, shall be furnished by the Contractor to the site at no additional cost. Water shall be suitable for irrigation and free from ingredients harmful to plant life. All plants injured or work damaged due to the lack of water or the use of too much water shall be the Contractor's responsibility to correct.

Removal of Erosion Protection Measures. Upon completion of all construction and once soils are stabilized with a uniform cover of vegetation, hay bales shall be removed and disposed of off-site. Contractor shall rake out filter berms (if used) so that filter material is no greater than 3 inches in depth on soil substrate. If filter has been wrapped in fabric or fabric bags, all bag material shall be cut and removed and disposed of off-site by the Contractor, at no additional cost to the project. Filter material shall then be raked out. Silt fence shall be removed in its entirety and disposed of properly as solid waste.

MAINTENANCE AND REPLACEMENTS

Completion Inspection. The Subsurface gravel wetlands shall be inspected by the Wetland Specialist following construction to document that they have been constructed such that it meets the intent of the design with regard to soils, grading, hydrologic connection, erosion control, plant species and quantities, and quality of plant material.

Long term monitoring and maintenance of the Subsurface gravel wetland basins shall be conducted in accordance with the stormwater management system's Long Term Pollution Prevention Plan.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Cost shall be full compensation for the work described above, including surveying of areas and existing conditions, stockpiling and protection of excavated existing wetland soil, provision and placement of any new wetland soil materials, grading, fine grading, dewatering and protection of the work and all inspections and reports. The cost shall also be full compensation for the provision and installation of gravel borrow, all piping and appurtenances, dense graded crushed stone, wetland seeding, watering, ~~and treatment of invasive species~~, inspections, and all incidental costs for the satisfactory establishment of the Subsurface gravel wetland.

Ordinary borrow will be paid for under Item 150.

Sediment control barriers will be paid for under Item 767.121